

## REQUEST FOR COUNCIL ACTION

**SUBJECT:** Construction of solid waste maintenance building

**SUMMARY:** Approve an agreement with Wells Barker Construction, Inc. for the construction of a new solid waste maintenance building.

**FISCAL**

**IMPACT:** Funding for this project is available through account numbers 5442010-4740000 and 5442101-44840000 in the Solid Waste fund.

**STAFF RECOMMENDATION:**

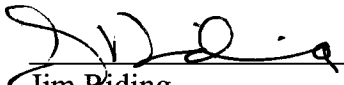
Staff recommends approval of an agreement with Wells Barker Construction, Inc. for construction of a solid waste maintenance building in an amount not-to-exceed \$33,743.00.

**MOTION RECOMMENDED:**

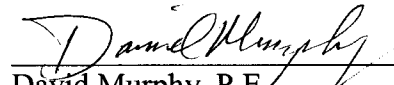
"I move to adopt Resolution No. 14-34 authorizing the Mayor to execute an agreement with Wells Barker Construction, Inc. for construction of a solid waste maintenance building in an amount not-to-exceed \$33,743.00.

Roll Call vote required.


**Prepared by:**

  
Jim Riding  
Construction Manager

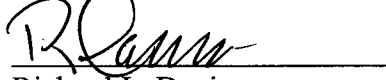
**Reviewed by:**

  
David Murphy, P.E.  
Engineering Manager for CIP

**Reviewed as to Legal Sufficiency:**

  
Jeffery Robinson  
City Attorney

**Recommended by:**

  
Richard L. Davis  
City Manager

## **BACKGROUND DISCUSSION:**

The City's Purchasing Department advertised an Invitation for Bids (IFB) to construct a new solid waste maintenance building at the Public Works Operations site. The purpose of the building is to store, assemble and disassemble trash cans out of the weather. One addendum to the IFB was issued to clarify questions submitted by the bidders. When the addendum was sent out, the Purchasing Agent required that the addendum be acknowledged by signing the addendum and returning it with the IFB. Six bidders responded to the IFB with 3 acknowledging the addendum and 3 neglecting to. After consultation with the City Attorney's office, it was determined that since the requirement to acknowledge the addendum went out with the addendum, those that did not acknowledge it were considered to be non-responsive. As a result, the low bidder was disqualified and the second low bidder, Wells Barker Construction, Inc. was determined to be the low responsive and responsible bidder.

With the funds available it is intended that only the base bid (the structure) and add alternate 2 (footings & foundations) will be accepted.

Wendell Rigby, the Public Works Director, knows Wells Barker, the owner of Wells Barker Construction; they are in the same LDS Ward in Heber City, Utah. Wendell was not aware that Wells Barker was bidding this project, nor was he made aware until after Wells Barker had been selected as the low responsive and responsible bidder. To make sure there were no improprieties involving this selection, the Assistant City Manager was also asked to review all of the IFB submittals. The conclusion is the same.

### **Attachments:**

- Bid Tabulation
- Agreement
- Resolution

RESOLUTION NO. 14-34

Mayor Kim V. Rolfe

**BID / QUOTE TABULATION FORM:****Bid Name** Solid Waste Maintenance Building**Project #** GN 14-03**Bid/Quote Date:** 2/5/2014 2:00 PM**Requesting Department:** CPG

CONTRACTOR NAME:	Bid Bond	Addum #1	Total Base Bid	Alt. 1	Alt 2	Alt 3	Alt 4	Alt 5	Alt 6	Alt 7
1 <u>Wasatch West Contracting, LLC</u>	<u>X</u>	<u>No</u>	<u>\$22,740.00</u>	<u>\$1,688.00</u>	<u>\$10,720.00</u>	<u>\$4,618.00</u>	<u>\$1,491.00</u>	<u>\$726.00</u>	<u>\$6,553.00</u>	<u>\$6,461.00</u>
2 <u>B. Romrell Construction, Inc.</u>	<u>No</u>	<u>No</u>	<u>\$42,950.00</u>	<u>\$950.00</u>	<u>\$5,800.00</u>	<u>\$4,100.00</u>	<u>\$2,500.00</u>	<u>\$800.00</u>	<u>\$6,000.00</u>	<u>\$8,000.00</u>
3 <u>Pioneer Valley Construction</u>	<u>X</u>	<u>No</u>	<u>\$28,900.00</u>	<u>\$1,189.00</u>	<u>\$5,986.00</u>	<u>\$3,923.00</u>	<u>\$2,302.00</u>	<u>\$955.00</u>	<u>\$4,289.00</u>	<u>\$5,415.00</u>
4 <u>Wells Barker Construction, Inc.</u>	<u>X</u>	<u>X</u>	<u>\$24,686.00</u>	<u>\$1,895.00</u>	<u>\$9,057.00</u>	<u>\$5,033.00</u>	<u>\$1,500.00</u>	<u>\$580.00</u>	<u>\$9,393.00</u>	<u>\$3,553.00</u>
5 <u>Arnell-West, Inc.</u>	<u>X</u>	<u>X</u>	<u>\$25,900.00</u>	<u>\$1,670.00</u>	<u>\$25,442.00</u>	<u>\$6,505.00</u>	<u>\$2,676.00</u>	<u>\$1,560.00</u>	<u>\$18,380.00</u>	<u>\$2,520.00</u>
6 <u>J. Lyne Roberts &amp; Sons, Inc.</u>	<u>X</u>	<u>X</u>	<u>\$35,949.00</u>	<u>\$2,400.00</u>	<u>\$5,900.00</u>	<u>\$4,800.00</u>	<u>\$1,720.00</u>	<u>\$1,200.00</u>	<u>\$9,600.00</u>	<u>\$3,000.00</u>

# CITY OF WEST JORDAN CONTRACT

1. **CONTRACTING PARTIES:** This contract is between the City of West Jordan, a municipality and political subdivision of the State of Utah and the following CONTRACTOR:

**Name and Address of Contractor**

Wells Barker Construction, Inc.  
1150 South Mill Road  
Heber City, UT 84032

**LEGAL STATUS OF CONTRACTOR**

- ☐ Sole Proprietor  
☐ Non-Profit Corporation  
☐ For-Profit Corporation  
☐ Partnership  
☐ Government Agency  
☐ Limited Liability Company

Federal Tax ID# \_\_\_\_\_

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide construction of a solid waste maintenance building at Public Works.
3. **PROCUREMENT:** This contract is entered into as a result of the Invitation for Bids which was submitted to the City on 02/05/2014 by the contractor.
4. **CONTRACT PERIOD:** **Effective date:** 02/26/2014 **Termination date:** Work to be completed with 45 days of Notice to Proceed, unless terminated early or extended in accordance with the terms and conditions of this contract.
5. **CONTRACT COSTS:** CONTRACTOR will be paid a maximum of **\$33,743.00** for costs authorized by this contract.
6. **INSURANCE:** The contractor shall maintain not less than: (a) \$1,000,000.00 automobile insurance, (b) \$1,000,000.00 general liability insurance with \$3,000,000.00 general aggregate, and (c) worker's compensation as required by state statute, during the duration of this contract.
7. **ATTACHMENT A:** Standard Terms and Conditions  
**ATTACHMENT B:** Scope of Work/Invitation to Bid  
**ATTACHMENT C:** Insurance Certificate – Naming the City, its officers, employees, and volunteers as additional insured with respect to liability.  
**ATTACHMENT D:** Payment Bond  
**ATTACHMENT E:** Performance Bond  
**ATTACHMENT F:** Workers Compensation Certificate

**Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.**

8. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
  - City of West Jordan's Procurement Policies, and the Invitation for Bids (IFB) which was submitted to the City on 02/05/2014 by the contractor.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONTRACTOR**

**CITY OF WEST JORDAN**

\_\_\_\_\_  
Contractor's signature

\_\_\_\_\_  
Mayor's signature

\_\_\_\_\_  
Type or Print Name and Title

**Attest:**

**Approved As To Form:**

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Corporate Acknowledgment

STATE OF \_\_\_\_\_)  
:SS  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, \_\_\_\_\_, who being by me duly sworn did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

My Commission Expires:

Residing in \_\_\_\_\_ County, \_\_\_\_\_

## ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this Contract are pursuant to the authority set forth in the West Jordan Municipal Code Section 2-7-301 et seq. Mandatory applicable state and federal law and regulations also apply.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake County.
3. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later.
4. **AUDIT OF RECORDS:** The CONTRACTOR agrees to allow City, State, and Federal auditors, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the City of West Jordan, unless disclosure has been made in accordance with City ordinances and policies. Further, contractor certifies that it has not offered or given any gift or compensation prohibited by local, state, or federal law, to any officer or employee of the City of West Jordan to secure favorable treatment with respect to being awarded this Contract.
6. **INSURANCE:** The contractor shall maintain not less than: (a) \$2,000,000.00 automobile insurance, (b) \$2,000,000.00 general liability insurance with \$3,000,000.00 general aggregate, and (c) worker's compensation as required by state statute, during the duration of this contract.
7. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind the City of West Jordan to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the City, except as expressly set forth herein. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the CITY for these contract services. Persons employed by the CITY and acting under the direction of the CITY shall not be deemed to be employees or agents of the CONTRACTOR.
8. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the CITY OF WEST JORDAN, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the City's sole negligence.
9. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.
10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
11. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
12. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the City.
13. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 30 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
14. **SALES TAX EXEMPTION:** The City of West Jordan's sales and use tax exemption number is E39555. The tangible personal property or services being purchased are being paid from City funds and used in the exercise of the City's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of the City.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products or services that it licenses, contracts, or sells to the City of West Jordan under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product or services will do what the salesperson said it would do, (2) the product or services will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product or services will be suitable for the ordinary purposes for which such product is used, (4) the product or services will be suitable for any special purposes that the City of West Jordan has relied on the contractor's skill or judgment to consider when it advised the City about the product or services, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the City has not been warned. Remedies available to the City of West Jordan include the following: The contractor will repair or replace (at no charge to the City) the product or services whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product or services proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the City of West Jordan may otherwise have under this contract or provided under the Uniform Commercial Code of the State of Utah.

## **ATTACHMENT B: SCOPE OF WORK**



## INVITATION FOR BIDS

### RETURN BIDS TO:

CITY OF WEST JORDAN  
City Recorder's Office  
8000 South Redwood Road  
West Jordan, Utah 84088

BID NO.:

GN 14-03

DUE DATE:

02/05/14  
2:00 pm sharp

### Solid Waste Maintenance Building

### Please Complete:

Company Name: Wells Barker Const. Inc. Contact Person: Wells Barker  
Phone Number: (435) 671-0734 Fax Number: (435) 657-0931  
Address (orders): 1150 So. Mill Rd. City: Heber City State: Utah Zip: 84032  
Remit Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Email Address: wellssue@msn.com Fed Tax ID #: 77-0648168

### GENERAL INFORMATION:

The City of West Jordan, Utah is seeking bids from licensed and insured companies with expertise in the construction of a 20' x 40' x 14' H wood or steel building with a 4/12 pitch roof, 26 gauge steel roof with (2) each 3' x 7' man door with lockset (1) each 12' x 12' locking metal roll up door with eave & base closures  
See attached photo of proposed orientation of roof and doors.

Contractor to provide pre-engineered drawings to submit to the City's building department to obtain a no fee permit.

The contractor needs to furnish all equipment, labor, materials, and appurtenances for the project.

Sealed bids will be received by the City of West Jordan, City Recorder's Office, 8000 South Redwood Road, West Jordan, Utah 84088 until 02/5/14 at 2:00 P.M. at which time they shall be publicly opened and read aloud.

A pre-bid site visit will be held January 29th at 10:00 a.m. at the site located at the Public Works facility 8030 South 4000 West.

Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and will not be opened. Facsimile transmitted bids will not be considered.

Questions regarding the project can be directed to Jim Riding, Construction Manager, at (801) 569-5096; jimr@wjordan.com however, only written clarifications and addenda issued by the Division of Purchasing will be binding for bid evaluation and award.

It is the intention of the City to issue a contract to the successful bidder, with reasonable promptness; however, the City does not guarantee to make any purchase based upon this IFB.

### NOTE:

- A 5% Bid Bond is required to be submitted with returned bid.
- A 100% payment and performance bond will be required from the awarded bidder.
- Contractor must be licensed with the State of Utah.
- The selected contractor shall at all times maintain a current workers compensation insurance policy for all employees of contractor in accordance with State of Utah statute.

- The selected contractor shall at all times maintain a general liability insurance policy in the amount of \$1,000,000 dollars (minimum) per occurrence for bodily injury, personal injury, and property damage.
- The selected contractor shall at all times maintain a general automotive insurance policy in the amount of \$1,000,000 dollars (minimum) per occurrence for bodily injury, personal injury, and property damage.
- The selected contractor's insurance shall at all times name the City, its officers, employees, and volunteers as additional insured with respect to liability arising from any contract that results from this bid.

#### SCOPE OF SERVICES:

1. If Add Alternate #1 is accepted, remove existing asphalt and/or concrete from site of new building
2. If Add Alternate #2 is accepted, provide excavation, labor, and materials for the construction of the footings, foundation walls & 4" concrete slab
3. The Contractor shall be responsible for the construction of a new 20' x 40' x 14' maintenance building to include but not limited to a wood or steel structure with a 4/12 roof pitch, 26 gauge steel roof, (2) each 3070 hollow metal door & frame with lockset, (1) each 12' x 12' heavy duty locking roll up door and painting.
4. Contractor to provide pre-engineered drawings to submit to the City's building department to obtain a no fee permit.
5. Building corners will be staked by the City.

#### BID PRICING:

Base Bid Price: \$24,686.<sup>00</sup>

#### Add alternates to be priced out below:

- |   |                  |                             |
|---|------------------|-----------------------------|
| 1. Remove existing asphalt and/or concrete in 20' x 40' area to accommodate new concrete slab.  | Add Alternate #1 | <u>\$1895.<sup>00</sup></u> |
| 2. Provide footings and foundation walls  | Add Alternate #2 | <u>\$9057.<sup>00</sup></u> |
| 3. Provide and install 4" thick concrete slab for new maintenance building  | Add Alternate #3 | <u>\$5033.<sup>00</sup></u> |
| 4. Provide and install 4" roof and 4" wall insulation with WMP-50 facing  | Add Alternate #4 | <u>\$1500.<sup>00</sup></u> |
| 5. Provide and install (2) 6' x 3" dual pane sliding glass windows  | Add Alternate #5 | <u>\$580.<sup>00</sup></u>  |
| 6. Provide and install 26 gauge steel overhang/canopy same height as the roof on that side of the building. Canopy will be located on the same side as the roll up door - projected out 15' from the side of the building | Add Alternate #6 | <u>\$9393.<sup>00</sup></u> |
| 7. Electrical lighting and outlets to accomodate the building   | Add Alternate #7 | <u>\$3553.<sup>00</sup></u> |

Bidder's Name:

WELLS BARKER CONST

Bidder's Title:

PRESIDENT

Signature:

W. B. Barker

Date:

2-5-14



Bond Number BD136837

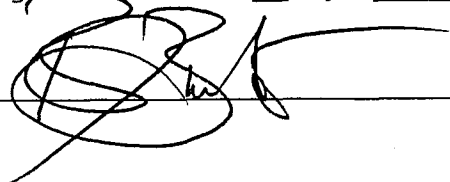
### BID BOND

KNOW ALL BY THESE PRESENTS, that we, WELLS BARKER CONSTRUCTION, INC of 1150 OLD MILL DR HEBER CITY, UT 84032-3881 (hereinafter called the Principal), as Principal, and Auto-Owners Insurance Company (hereinafter called the Surety), as Surety, are held and firmly bound unto CITY OF WEST JORDAN 8000 S REDWOOD RD, WEST JORDAN UT 84088-4604 (hereinafter called the Obligee), in the penal sum of Five Percent of bid Dollars (5% of Attached bid) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for SOLID WASTE FACILITY MAINTENANCE BUILDING

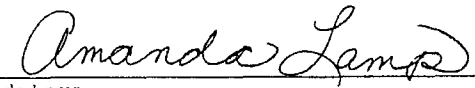
NOW, THEREFORE, if the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.


Signed and sealed this 5th day of February, 2014.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Principal  
WELLS BARKER CONSTRUCTION, INC  
PRES.  
\_\_\_\_\_  
Title

Auto-Owners Insurance Company

  
\_\_\_\_\_  
Amanda Lamp  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Jim House  
\_\_\_\_\_  
Attorney-in-Fact



DATE AND ATTACH TO ORIGINAL BOND  
AUTO-OWNERS INSURANCE COMPANY  
LANSING, MICHIGAN  
POWER OF ATTORNEY

NO. BD136837

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Jim House

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 2nd day of January, 2014

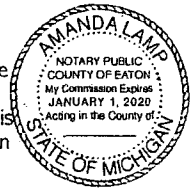


Kenneth R. Schroeder

Senior Vice President

STATE OF MICHIGAN } ss.  
COUNTY OF EATON }

On this 2nd day of January, 2014 before me personally came Kenneth R. Schroeder, to me known, who being duly sworn, did depose and say that they are Kenneth R. Schroeder, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires January 1st, 2020



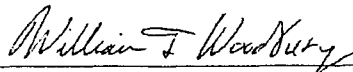
Amanda Lamp

Notary Public

STATE OF MICHIGAN } ss.  
COUNTY OF EATON }

I, the undersigned Senior Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth are now in force.

Signed and sealed at Lansing, Michigan. Dated this 5th day of February, 2014



William F. Woodbury, Senior Vice President, Secretary and General Counsel



Bond Number BD136837

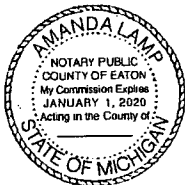
ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN

County of Eaton

On this 5th day of February, 2014, before me personally appeared Jim House, known to me to be the Attorney-in-Fact of Auto-Owners Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



A handwritten signature of Amanda Lamp in cursive script.

Amanda Lamp

Notary Public in the State of Michigan  
County of Eaton

**AMANDA LAMP**  
NOTARY PUBLIC-STATE OF MICHIGAN  
COUNTY OF EATON  
My Commission Expires Jan. 1, 2020

## **Addendum #1**

Project: Solid Waste Maintenance Building / Project No. GN14-3  
Address: 8030 South 4000 West, West Jordan, UT  
Date: Friday, January 31, 2014  
From: Jim Riding  
Of: West Jordan City  
Phone Number: 801-569-5096  
Address: 8000 S. Redwood Rd., West Jordan, UT 84088

To: All Contractors bidding the project  
Subject: Response to questions received

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1. **Question:** Is it accurate that the base bid is for the building and installation only since the footing and foundation is in Alternate #2? *Answer: Yes.*
2. **Question:** I assume the base bid includes no slab as the slab is requested in Alt. #3. So the question is: What condition is the floor in the base bid: *Answer: Existing asphalt.*
3. **Question:** Do you want to add 4" of gravel to Alt. #4? *Answer: Yes.*
4. **Question:** Regarding alternate #1, is it correct to assume that if Alt #1 is not accepted, that this work will be done by others, and will not be part of this contract? *Answer: Yes.*
5. **Question:** Do we need to re-pave or include any concrete on the exterior of the building? *Answer: Only to replace what is removed to allow for the construction of the building.* **Question:** What condition do you want the surrounding area left in? ie: rough graded and compacted 8" below slab elevation, or pave up to new building, etc. *Answer: It needs to be complete and match existing – so asphalt removed for the construction of the building would need to be patched/replaced to the edge of the building "in kind".*
6. **Question:** Do you want gutters and down spouts on the building? *Answer: No.*
7. **Question:** Please clarify Alt. #6. Is the canopy above the OH door and how wide is it? *Answer: Yes, the canopy is over the overhead door, full 20' wide.* **Question:** Are you OK with columns to support the end of the canopy? *Answer: Yes.* **Question:** Should the canopy have gutter and downspout? *Answer: No.*

8. Question: Please indicate where power is to be fed from. *Answer: See attached aerial.*  
Question: I assume it is to be trenched? *Answer: Yes.* Question: Do we need to repair trench surface? *Answer: No, backfill only.*

9. Question: Is a 4/12 pitch roof necessary if we bid a steel building, the picture provided looks like a 1/12 pitch: *Answer: No.*

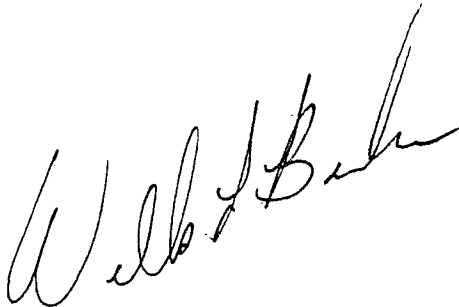
10. Question: Is it assumed that existing soil is suitable for backfill? *Answer: Yes.*

11. Question: Is it assumed that existing soil is adequate to bear footings on: *Answer: Yes.*

12. Question: Do we need to haul away any spoils that might be left? *Answer: Yes, spoils, scraps, debris resulting from the contractor's work are the responsibility of the contractor to properly dispose of.*

13. Question: Please advise on the add alternate 3 – 4" concrete what bag mix you want and if you would like reinforcement added such as rebar or wire mesh. *Answer: Provide 4,000 psi concrete with 6" x 6' WWF in the slab.*

**End of Addendum #1**

A handwritten signature in black ink, appearing to read "W. J. Baker". The signature is written in a cursive, flowing style with a large initial "W" and a long, sweeping underline.